

## **BUI (Migration) [2018] AATA 1553 (22 May 2018)**

### **DECISION RECORD**

|                           |                                                                                                     |
|---------------------------|-----------------------------------------------------------------------------------------------------|
| <b>DIVISION:</b>          | Migration & Refugee Division                                                                        |
| <b>APPLICANT:</b>         | Mr DUY VUONG BUI                                                                                    |
| <b>CASE NUMBER:</b>       | 1620987                                                                                             |
| <b>DIBP REFERENCE(S):</b> | CLF2014/66676                                                                                       |
| <b>MEMBER:</b>            | Russell Matheson                                                                                    |
| <b>DATE:</b>              | 22 May 2018                                                                                         |
| <b>PLACE OF DECISION:</b> | Sydney                                                                                              |
| <b>DECISION:</b>          | The Tribunal affirms the decision not to grant the applicant a Partner (Temporary) (Class UK) visa. |

Statement made on 22 May 2018 at 9:19am

### **CATCHWORDS**

Migration – Partner (Temporary) (Class UK) visa – Subclass 820 (Spouse) – Whether there is a genuine and continuing relationship – Inconsistent evidence – Parties contradicted each other as to where they had signed their marriage certificate – No significant knowledge of each other's financial affairs – Little knowledge of each other's residential address – Parties have not lived together – Several overseas trips made by the sponsor alone – Sponsor prepared to fabricate evidence to strengthen the applicant's claims – Decision under review affirmed

### **LEGISLATION**

Marriage Act 1961 s 45  
Migration Act 1958 ss 5F, 65, 359AA  
Migration Regulations 1994 r 1.15A Schedule 2 cls 820.211, 820.221

## **STATEMENT OF DECISION AND REASONS**

### **APPLICATION FOR REVIEW**

1. This is an application for review of a decision of a delegate of the Minister for Immigration on 24 November 2016 to refuse to grant the applicant a Partner (Temporary) (Class UK) visa under s.65 of the *Migration Act 1958* (the Act).
2. The applicant is a 28 year old male national of Vietnam. He applied for the visa on 6 May 2014 on the basis of his relationship with his sponsor. At that time, Class UK contained only one subclass: Subclass 820 (Partner (Temporary)). The criteria for the grant of this visa are set out in Part 820 of Schedule 2 to the Migration Regulations 1994 (the Regulations). The primary criteria must be satisfied by at least one applicant. Other members of the family unit, if any, who are applicants for the visa need satisfy only the secondary criteria.
3. The delegate refused to grant the visa on the basis that the visa applicant did not satisfy cl.820.211 because the delegate was not satisfied that the applicant was the spouse of the sponsor. The applicant seeks review of the delegate's decision.
4. The applicant appeared before the Tribunal on 20 February 2018 to give evidence and present arguments. The Tribunal also received oral evidence from Ms Tuyet Nhi Nguyen, the sponsor. The Tribunal hearing was conducted with the assistance of an interpreter in the Vietnamese and English languages.
5. The applicant was represented in relation to the review by his registered migration agent. The representative attended the Tribunal hearing.
6. For the following reasons, the Tribunal has concluded that the decision under review should be affirmed.

### **CONSIDERATION OF CLAIMS AND EVIDENCE**

7. The issue in the present case is whether the applicant is the spouse of the sponsor as defined in s.5F of the Act.
8. The Tribunal has before it the Department of Immigration file (the Department) relating to the applicant; its own file; and a copy of the Department's decision provided by the applicant to the Tribunal.
9. The evidence the parties provided at the Tribunal hearing is recorded throughout this decision record.

#### **Whether the parties are in a spousal or de facto relationship**

10. Clauses 820.211(2)(a) and 820.221 require that at the time the visa application was made, and at the time of this decision, the applicant is the spouse or de facto partner of an Australian citizen or Australian permanent resident or an eligible New Zealand citizen. In the present case the applicant claims to be the spouse of the sponsor who is an Australian citizen.
11. 'Spouse' is defined in s.5F of the Act and provides that a person is the spouse of another where the two persons are in a married relationship. Persons in a married relationship must be married to each other under a marriage that is valid for the purposes of the Act, there must be a mutual commitment to a shared life as a married couple to the exclusion of all

others, the relationship must be genuine and continuing, and the couple must live together, or not live separately and apart on a permanent basis: s.5F(2)(a)-(d). In forming an opinion about these matters, regard must be had to all of the circumstances of the relationship. This includes evidence of the financial and social aspects and the nature of the parties' household and their commitment to each other, as set out in r.1.15A(3), which is extracted in the attachment to this decision.

### **Are the parties validly married?**

12. If the parties are validly married, they may meet the requirements of a spousal relationship, but not a de facto relationship. The applicant provided as evidence a copy of the marriage certificate dated 17 April 2014 stating that the marriage had been solemnised under s.45 of the Marriage Act 1961 in Cabramatta, New South Wales. There is no evidence before the Tribunal to indicate the marriage is not valid. On the evidence, the parties were married to each other under a marriage that is valid for the purposes of the Act as required by s.5F(2)(a).
13. In forming an opinion whether they are in a marital relationship and in considering whether they have a mutual commitment to a shared life as husband and wife to the exclusion of all others, whether their relationship is genuine and continuing, and whether they live together and not separately and apart on a permanent basis, as defined in s.5F(2)(b)-(d), the Tribunal has regard to all the circumstances of the relationship. This includes evidence of the financial and social aspects and the nature of the applicant's and sponsors household and their commitment to each other, as set out in r.1.15A(3).
14. After careful consideration of all of the evidence before it, the Tribunal has reached the conclusion that it is not satisfied the applicant is the spouse of the sponsor within the meaning of s.5F of the Act. Below the Tribunal sets out its consideration of the evidence under the relevant aspects of matters it must take into consideration under r.1.15A(3), and the reasons for its decision.
15. The Tribunal had the benefit of the applicant's and the sponsor's oral evidence at the hearing and found their evidence to be inconsistent, lacking in detail, vague, misleading, untruthful and not credible. The Tribunal gave all the evidence provided by the parties and witnesses at the Tribunal hearing and evidence provided by the applicant to the Department in the primary application and Tribunal file due regard.
16. The Tribunal acknowledges the delegate's concerns set out in the primary decision record. The Tribunal discussed these with the applicant and the sponsor in the course of the hearing and the Tribunal is not satisfied that the parties were credible witnesses.

### **Are the other requirements for a spousal relationship met?**

#### **17. Financial aspects**

18. The Tribunal has considered the financial aspects of the relationship including any joint ownership of real estate or major assets, any joint liabilities, the extent of any pooling or sharing of financial resources, especially in relation to major financial commitments, whether any person in the relationship owes any legal obligation in respect of the other, and the basis of any sharing of daily household expenses.
19. The parties stated that they have their own personal accounts and their own bankcards linked to those accounts. The applicant stated that he uses his account for daily living expenses and the sponsor said that they share day to day living expenses from each other's accounts. The parties said that they previously had a joint account together. The applicant

said the joint account was not necessary and the parties did not use it so they closed the account. They further stated that they did not produce any evidence of a joint account to the Department when applying for the visa. The applicant said that he was earning \$500 per week working part time at a dry cleaner at Dee Why. The sponsor said she was paid \$1000 a week cash working in a noodle house in Eastwood. The parties stated that they deposited their weekly earnings into their own accounts.

20. The Tribunal questioned the applicant as to why his bank statement tendered as evidence indicated that a number of individuals were depositing money into his personal account. The applicant responded that he lived in a shared arrangement with five other people and that they regularly borrow money from each other. He further stated that the deposits were repayments of money borrowed from him or from meals that they had together and they were paying their share of the meal. When questioned about a large deposit of \$4,500 into his personal account, the applicant told the Tribunal that he had borrowed money from a friend named Linh Chu to pay the rent. The Tribunal asked the sponsor if she was aware that the applicant had borrowed a large amount of money and she stated that she had no knowledge of the applicant borrowing any money.

21. **s.359AA**

22. The Tribunal is mindful that the applicant and sponsor were inconsistent with their evidence during the hearing on a number of occasions and this led the Tribunal to question the applicant and sponsor's credibility. These inconsistencies were discussed with the applicant in accordance with s.359AA of the Act. The Tribunal informed the applicant that it wished to put new information that it would consider being the reason or part of the reason for affirming the decision. The Tribunal explained the relevance and the consequences of the information to the applicant and invited the applicant to comment on or to respond to the information. The Tribunal told the applicant that he may respond to the information orally or in writing. The applicant was also informed that he may seek additional time to comment on or respond to the information. The applicant responded orally.
23. The Tribunal put to the applicant that the sponsor had little knowledge of his financial affairs and did not know that he had borrowed a large sum of money \$4,500 from his friend Linh Chu.
- The applicant responded that he had paid his friend Linh Chu back in cash and did not tell his wife that he had borrowed the money.
24. The Tribunal accepts that the applicant did not tell the sponsor that he had borrowed money from his friend. There is little evidence before the Tribunal to indicate that the parties had any significant knowledge of each other's financial affairs.
25. The applicant said that the parties have no major assets or joint liabilities. The applicant has provided limited information regarding the financial aspects of the parties' relationship particularly in relation to the pooling and sharing of financial resources or sharing daily living expenses. The Tribunal is not satisfied that the financial aspects of the relationship support that the parties are in a genuine spousal relationship.
26. There is no evidence before the Tribunal that the parties have any joint ownership of real estate, major assets, joint liabilities or any one person in the relationship owes any legal obligation in respect of the other.

27. ***Nature of the household***

28. The Tribunal has considered the nature of the household including any joint responsibility for the care and support of children if any, living arrangements and daily routine of the parties and the sharing of the responsibility for housework as to whether the parties are living together in a partner relationship.
29. The parties stated that they live in a shared arrangement with five other people in a house at Ashfield. They further stated that they share the household duties and responsibilities with the other tenants and in general do most of the cleaning on a weekend due to their work commitments. The parties stated that they have not informed any government agencies that they are in a marital relationship.
30. The applicant told the Tribunal that he first met the sponsor in April 2013 in John Street Cabramatta and was introduced to her by a mutual friend. The applicant said that he began dating the sponsor and was living at Redfern at the time and then moved to Dee Why. The applicant said that he then moved to Prairie Vale Road Bossley Park to live with the sponsor and her family after they married. He further stated that he lived with the sponsor and her family at the Bossley Park address for two years until the end of 2017 before moving to their current address at Ormond Street, Ashfield. The sponsor told the Tribunal that she was unaware that the applicant at any time had lived at Redfern and believed that he had only ever resided at Dee Why with a friend and that she had never visited his house when they were dating. The applicant stated that he visited the sponsor's home in Bossley Park once or twice before they married. The Tribunal questioned the applicant as to the genuineness of his relationship with the sponsor and her knowledge of where he was residing when they were courting.

31. **s.359AA**

32. The Tribunal is mindful that the applicant and sponsor were inconsistent with their evidence during the hearing on a number of occasions and this led the Tribunal to question the applicant and sponsor's credibility. These inconsistencies were discussed with the applicant in accordance with s.359AA of the Act. The Tribunal informed the applicant that it wished to put new information that it would consider being the reason or part of the reason for affirming the decision. The Tribunal explained the relevance and the consequences of the information to the applicant and invited the applicant to comment on or to respond to the information. The Tribunal told the applicant that he may respond to the information orally or in writing. The applicant was also informed that he may seek additional time to comment on or respond to the information. The applicant responded orally.
33. The Tribunal put to the applicant in accordance with s.359AA that the sponsor had little knowledge of where he resided during the development of their relationship.
  - The applicant said that the parties did not talk about it much and he cannot remember because it was a long time ago.
34. The Tribunal is of the view the applicant and sponsor had little knowledge of each other's residential address when they claimed to be in a genuine and continuing relationship. The Tribunal finds that this is not indicative of being in a genuine and continuing relationship.
35. During the hearing, the evidence by the applicant was that he proposed to the sponsor at her home in Bossley Park in February 2014. The evidence of the sponsor was that the applicant proposed to her at a seafood restaurant in the presence of all their friends in Canley Vale in April 2014.

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37. **s.359AA**

38. The Tribunal is mindful that the applicant and sponsor were inconsistent with their evidence during the hearing on a number of occasions and this led the Tribunal to question the applicant and sponsor's credibility. These inconsistencies were discussed with the applicant in accordance with s.359AA of the Act. The Tribunal informed the applicant that it wished to put new information that it would consider being the reason or part of the reason for affirming the decision. The Tribunal explained the relevance and the consequences of the information to the applicant and invited the applicant to comment on or to respond to the information. The Tribunal told the applicant that he may respond to the information orally or in writing. The applicant was also informed that he may seek additional time to comment on or respond to the information. The applicant responded orally.
39. The Tribunal put to the applicant in accordance with s.359AA that he and the sponsor in evidence contradicted each other as to where he had actually proposed to her.
- The applicant responded orally stating that the sponsor was nervous at the hearing and that is why she could not remember where he proposed to her. He further stated that he believed another reason that she could not remember was because it was cold in the hearing room.
40. The Tribunal does not believe the applicants reply is plausible as to why the parties' evidence was so contradictory. During the hearing no one in the room, including the parties, the applicant's agent or the interpreter complained that the room was cold.
41. During the Tribunal hearing the applicant told the Tribunal that the parties signed their marriage certificate in an office in John Street, Cabramatta. The sponsor told the Tribunal that the parties had signed their marriage certificate at a restaurant.

42. **s.359AA**

43. The Tribunal is mindful that the applicant and sponsor were inconsistent with their evidence during the hearing on a number of occasions and this led the Tribunal to question the applicant and sponsor's credibility. These inconsistencies were discussed with the applicant in accordance with s.359AA of the Act. The Tribunal informed the applicant that it wished to put new information that it would consider being the reason or part of the reason for affirming the decision. The Tribunal explained the relevance and the consequences of the information to the applicant and invited the applicant to comment on or to respond to the information. The Tribunal told the applicant that he may respond to the information orally or in writing. The applicant was also informed that he may seek additional time to comment on or respond to the information. The applicant responded orally.
44. The Tribunal put to the applicant in accordance with s.359AA that the parties contradicted each other as to where they had signed their marriage certificate.
- The applicant responded orally stating that the sponsor was nervous and made things messy. He further stated that the parties signed the marriage certificate at the lawyer's place.
45. The Tribunal is of the view that both parties would be aware of such a significant aspect of their wedding such as the signing of their wedding certificate on the day of their wedding. The Tribunal does not find the applicant's response credible.

46. The sponsor told the Tribunal that the applicant had told her that he had studied hospitality and information technology. The applicant told the Tribunal that he had never spoken to the applicant about his studies.
47. **s.359AA**
48. The Tribunal is mindful that the applicant and sponsor were inconsistent with their evidence during the hearing on a number of occasions and this led the Tribunal to question the applicant and sponsor's credibility. These inconsistencies were discussed with the applicant in accordance with s.359AA of the Act. The Tribunal informed the applicant that it wished to put new information that it would consider being the reason or part of the reason for affirming the decision. The Tribunal explained the relevance and the consequences of the information to the applicant and invited the applicant to comment on or to respond to the information. The Tribunal told the applicant that he may respond to the information orally or in writing. The applicant was also informed that he may seek additional time to comment on or respond to the information. The applicant responded orally.
49. The Tribunal put to the applicant in accordance with s.359AA that the parties' evidence contradicted each other as to whether the parties had spoken to each other about the applicant's studies.
- The applicant responded orally confirming that he had never spoken to the sponsor about his studies because he was ashamed about his results.
50. The Tribunal does not find the parties to be credible witnesses. The Tribunal finds the sponsor to be untruthful at times and is of the view that she is prepared to fabricate evidence to strengthen the claims for the grant of a visa for the applicant.
51. The sponsor in evidence during the hearing told the Tribunal that she was living with her mother at Liverpool, then retracted her statement and said the parties moved from their previous address at Prairie Vale Road, Bossley Park when living with her mother to their current address in Ashfield in January 2016 and that they currently reside together in a shared arrangement. The Tribunal asked the sponsor if she had a drivers licence. The sponsor produced a N.S.W. driver's licence that expired on 25 November 2017 indicating that she resided at George Street, Warwick Farm. The sponsor in evidence confirmed to the Tribunal that the address was her mother's address and that she had lived there with her mother for 12 months. The applicant told the Tribunal that the parties had separated for 12 months and that he was living with a male friend Uo Phuong at Dee Why because it was closer to his work. He further stated that during the 12 months of separation he was living at Dee Why and the sponsor was living with her family at Liverpool. He further stated that he did not visit the sponsor because it was too far to travel visit her and that the return trip would be 5 ½ hours. The applicant said that he had made the wrong decisions and had neglected his wife. The Tribunal finds on the evidence provided by the parties they are not in a genuine and continuing relationship.
52. Based on the contradicting and inconsistent evidence provided by the parties, the Tribunal finds that the parties have not established a joint household together or that the parties share the household duties or responsibilities for housework. There are no children of the relationship. The Tribunal places little weight on this aspect of the relationship based on the evidence presented at the hearing.
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**55. Social aspects**

56. The Tribunal considered the social aspects of the relationship, including whether the parties represent themselves to other people as being married to each other, the opinion of friends and acquaintances about the nature of the relationship, and any basis on which the parties plan and undertake social activities.
57. The parties provided two statutory declarations from the applicant's distant relative living in Australia and the sponsor's mother. The statements give little insight into the nature of the relationship or any convincing reasons as to why they believe the relationship is genuine. The Tribunal places little weight on the statements. The parties additionally provided a number of photographs to the Tribunal of themselves and socialising with friends in limited surroundings. The Tribunal accepts that the parties have socialised with friends and family on some occasions.
58. The parties stated that they do not socialise on a regular basis and generally stay at home and have meals together. The applicant said that due to his work commitments he is usually tired and the parties spend time together at their house in Ashfield. The applicant said that the parties usually associate and socialise with the seven or eight people they live with in a shared arrangement at Ormond Street, Ashfield. The applicant said that he normally knows the people in the house. The applicant further stated that the sponsor does not like parties.
59. The applicant also told the Tribunal that the sponsor had travelled on a holiday to Bali for seven days on her own and that he did not know where she stayed and that there was little communication between the parties. The applicant further stated that he trusted the sponsor to travel on her own because she was working hard. The sponsor told the Tribunal that she had travelled overseas on a number of occasions by herself. The sponsor said that she had travelled to Fiji, Singapore, Vietnam and New Zealand to experience things and learn about herself. The sponsor told the Tribunal that the applicant paid for her holidays and she believes that it is normal to travel on your own. The Tribunal finds that the parties' social activities are not indicative of being in a genuine marital relationship.
60. Based on the evidence provided, the Tribunal is not satisfied the social aspects of the relationship indicate that the parties are in a genuine and continuing relationship. The Tribunal places little weight on this aspect of the relationship.

**61. Commitment**

62. The Tribunal has considered the nature of the parties' commitment to each other, including the duration of the relationship, the length and time the parties have lived together, the degree of companionship and emotional support they provide each other, and whether the parties view the relationship as a long-term one.
63. The parties claim to have met on the street in Cabramatta on 17 April 2013 and were introduced to each other by a mutual friend. The parties claim to have dated a few times and a relationship developed. The applicant told the Tribunal that he proposed to the sponsor during the Chinese New Year in February 2014 and the parties were married in April 2014. To date, the parties have been in a relationship exceeding four years. The parties provided a copy of the marriage certificate and the Tribunal accepts that they are legally married.
64. The Tribunal asked the applicant if he has made the sponsor a beneficiary in relation to his will or superannuation. The applicant responded that he does not know anything about those types of issues.

65.



66. The applicant told the Tribunal that he wants to purchase the dry cleaning business that he is working in at Dee Why. He further stated that he is working with his accountant to purchase the business and that his parents would assist him financially. The applicant told the Tribunal that the cost of purchasing the business would be \$300,000. He also stated that the parties would move to Dee Why to live and run the business. The sponsor said that the applicant wanted to open a dry cleaning business probably in Dee Why or somewhere nearby (Ashfield) and that he is not currently looking at any locations. The Tribunal is of view the parties have had little discussion in relation to their future.

67. **s.359AA**

68. The Tribunal is mindful that the applicant and sponsor were inconsistent with their evidence during the hearing on a number of occasions and this led the Tribunal to question the applicant and sponsor's credibility. These inconsistencies were discussed with the applicant in accordance with s.359AA of the Act. The Tribunal informed the applicant that it wished to put new information that it would consider being the reason or part of the reason for affirming the decision. The Tribunal explained the relevance and the consequences of the information to the applicant and invited the applicant to comment on or to respond to the information. The Tribunal told the applicant that he may respond to the information orally or in writing. The applicant was also informed that he may seek additional time to comment on or respond to the information. The applicant responded orally.

69. The Tribunal put to the applicant in accordance with s.359AA, that the sponsor had a lack of knowledge of the applicant's future plans for the couple.

- The applicant stated that the sponsor does not understand business, and Dee Why not Ashfield is the perfect place for a dry cleaning business.

70. The Tribunal accepts that the sponsor may have little business intuition. On the evidence, the applicant is making major life changing and financial decisions on behalf of the parties without the knowledge of the sponsor. The Tribunal finds this is not indicative of being in a long-term relationship.

71. The parties stated that they get along well and have no trauma in their lives and wish to start a family. There is limited evidence before the Tribunal that indicate that the couple have made any long term plans together or that they view their relationship as a long-term one.

72. There is limited evidence before the Tribunal to indicate that the parties draw a degree of companionship and emotional support from each other that is indicative of being in a genuine and continuing spousal relationship.

73. Overall, the Tribunal is not satisfied that the evidence supports a mutual obligation and commitment to a spousal relationship. The Tribunal places little weight on this aspect of the relationship.

74. **Findings**

75. The Tribunal had the benefit of the applicant's and the sponsor's oral evidence at the hearing and found their evidence to be inconsistent, lacking in detail, vague, misleading, untruthful and overall not credible.

76. Based on the evidence provided by the parties the Tribunal finds that the parties do not pool or share their financial resources or share the daily expenses or that they have planned a financial future together. The Tribunal finds that there is no evidence of any joint ownership

of real estate or other major assets or any joint liabilities or that one person in the relationship owes any legal obligation in respect of the other.

77. There is a lack of convincing evidence to show the parties established a joint household or shared the household responsibilities together, or represented themselves as being in a spousal relationship outside a select group of people. Based on the evidence provided by the parties, the Tribunal finds that the parties have not lived together in the past and do not live together now or have ever shared the responsibility for housework.
78. There is little evidence to support that the parties present themselves to the wider community as being married to each other and that friends and acquaintances have a sound knowledge of the nature of the relationship. There is very little evidence before the Tribunal to indicate the relationship is socially recognised outside the parties' immediate family members or select group of friends. There is limited evidence that the parties plan and undertake social activities together.
79. The Tribunal accepts that the parties have known each other for a period of time exceeding four years. Based on the evidence provided by the parties at the hearing, the Tribunal finds the evidence does not support that the parties live together or that they draw a degree of companionship or emotional support from each other that is indicative of being in a genuine spousal relationship or that they view their relationship as a long-term one.
80. Overall, having considered all the circumstances of the relationship, the Tribunal finds the weight of evidence does not support a finding the parties are in a genuine and continuing relationship. The Tribunal does not consider the financial, household, social or commitment aspects of the parties' relationship are indicative of a couple with a genuine, mutual commitment to a shared life together.
81. Taking the above into account and considering all of the evidence cumulatively and holistically, the Tribunal is not satisfied the applicant and the sponsor have established that they are in a genuine and continuing relationship or have a mutual commitment to a shared life together to the exclusion of all others or that they are not living separately and apart on a permanent basis.
82. On the basis of the above the Tribunal is not satisfied that the requirements of s.5F(2) are met at the time the visa application was made and the time of this decision. There is no information before the Tribunal that the applicant would satisfy any of the alternate criteria for the grant of the visa.
83. Given these findings the Tribunal is not satisfied that at the time the visa application was made and the time of this decision the parties were in a spousal relationship. Therefore the applicant does not meet cl.820.211(2)(a) or cl.820.221
84. There is no evidence before the Tribunal that the applicant satisfies any of the alternate criteria for the grant of the visa.
85. Given these findings the Tribunal is not satisfied that at the time the visa application was made or the time of this decision the parties were in a spousal relationship.
- 86.

## **DECISION**

87. The Tribunal affirms the decision not to grant the applicant a Partner (Temporary) (Class UK) visa.

Russell Matheson  
Member

## **ATTACHMENT - Extract from Migration Regulations 1994**

### **1.15A Spouse**

- (1) For subsection 5F (3) of the Act, this regulation sets out arrangements for the purpose of determining whether 1 or more of the conditions in paragraphs 5F (2) (a), (b), (c) and (d) of the Act exist.
- (2) If the Minister is considering an application for:
  - (a) a Partner (Migrant) (Class BC) visa; or
  - (b) a Partner (Provisional) (Class UF) visa; or
  - (c) a Partner (Residence) (Class BS) visa; or
  - (d) a Partner (Temporary) (Class UK) visa;

the Minister must consider all of the circumstances of the relationship, including the matters set out in subregulation (3).

- (3) The matters for subregulation (2) are:
  - (a) the financial aspects of the relationship, including:
    - (i) any joint ownership of real estate or other major assets; and
    - (ii) any joint liabilities; and
    - (iii) the extent of any pooling of financial resources, especially in relation to major financial commitments; and
    - (iv) whether one person in the relationship owes any legal obligation in respect of the other; and
    - (v) the basis of any sharing of day to day household expenses; and
  - (b) the nature of the household, including:
    - (i) any joint responsibility for the care and support of children; and
    - (ii) the living arrangements of the persons; and
    - (iii) any sharing of the responsibility for housework; and
  - (c) the social aspects of the relationship, including:
    - (i) whether the persons represent themselves to other people as being married to each other; and
    - (ii) the opinion of the persons' friends and acquaintances about the nature of the relationship; and
    - (iii) any basis on which the persons plan and undertake joint social activities; and
  - (d) the nature of the persons' commitment to each other, including:
    - (i) the duration of the relationship; and
    - (ii) the length of time during which the persons have lived together; and
    - (iii) the degree of companionship and emotional support that the persons draw from each other; and
    - (iv) whether the persons see the relationship as a long term one.
- (4) If the Minister is considering an application for a visa of a class other than a class mentioned in subregulation (2), the Minister may consider any of the circumstances mentioned in subregulation (3).